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INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT
PENN CENTRAL COMPANY
(P.C. Trust No. 12)

THIS LEASE OF RAILROAD EQUIPMENT dated as of October 10, 1968, between D. E. MUNDELL and BEN MAUSHARDT, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of October 10, 1968 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation as Agent for the Lessor (the "Agent"), and PENN CENTRAL COMPANY, a Pennsylvania corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Agent have entered into a Railroad Equipment Reconstruction Agreement (the "Reconstruction Agreement") referred to in Schedules A-1 through A-4 hereto providing for the reconstruction by the Rebuilders identified in such Schedules of the railroad equipment (collectively the "Equipment" and individually "Item of Equipment") described in such Schedules in accordance with the specifications provided for in the Reconstruction Agreement; and

WHEREAS, the Lessee desires to lease all of the Items of Equipment or such lesser number as are delivered and accepted under the Reconstruction Agreement on or prior to December 20, 1968 at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Equipment to the Lessee upon the following terms and conditions, namely:

SECTION 1. DELIVERY AND ACCEPTANCE OF EQUIPMENT.

The Lessor will cause each Item of Equipment to be tendered to the Lessee on the line of railroad of the Lessee at the point or points mutually agreed upon by the Lessor and the Lessee. Upon such tender, the Lessee will cause an authorized representative of the Lessee to inspect the same, and if such Item of Equipment is found to be in good order, to accept delivery of such Item of Equipment and to execute and deliver to the Lessor and to the Rebuilder thereof a certificate of acceptance in the

form attached hereto as Schedule B (hereinafter called the "Certificate of Acceptance"), whereupon such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Lease.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rentals For Equipment. The Lessee agrees to pay the Lessor for each Item of Equipment, 24 semiannual installments of Fixed Rental in the amount provided for such Item of Equipment in Schedules A-1 through A-4 hereto.

2.2. Rental Payment Dates. The first installment of fixed rental for all Items of Equipment delivered to the Lessee hereunder shall be due and payable on the earlier of (i) the date on which reconstruction and delivery of all Items of Equipment to the Lessee hereunder has been completed as evidence by the Certificates of Acceptance, or (ii) December 20, 1968. The 2nd through the 24th installments of fixed rental for all Items of Equipment shall be due and payable semiannually commencing six calendar months after the first rent payment date.

2.3. All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor at 633 Battery Street, San Francisco, California 94111, or at such other place as the Lessor or its assigns shall specify in writing.

2.4. This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise or against the Rebuilders of the Equipment; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or failure of the title of the Lessor to the Equipment or any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment be condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that

the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 11 hereof, or until, pursuant to Section 13 hereof, the Equipment is placed and ready for delivery to the Lessor on the Lessee's lines, or is stored for the Lessor on the Lessee's lines, or leaves the Lessee's line for off-line delivery to the Lessor.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of the delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11 hereof, shall terminate on the 12th anniversary of the first rent payment date for the Equipment provided for in Section 22 hereof.

SECTION 4. TITLE TO THE EQUIPMENT.

4.1 The Lessor shall and hereby does retain full legal title to the Equipment notwithstanding the delivery thereof to and the possession and use thereof by Lessee.

4.2 The Lessee will cause each Item of Equipment to be kept numbered with its identifying number as set forth in Schedules A-1 through A-4 and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Leased through United States Leasing International, Inc.,
as Agent for Owner Trustee, and subject to Security
Interest Recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Item of Equipment except with the consent of the Lessor and in accordance with a statement of new identifying numbers to be substituted therefor, which consent and statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited; provided, however, that, in addition to such identifying number, the Lessee may cause to be placed on each Item of Equipment in such position as not to be confused with the identifying number thereon a reporting number identifying such Item of Equipment for reporting and operating purposes, which reporting number may be changed by the Lessee from time to time without the consent of the Lessor or the filing, recording, registering and depositing of any instrument.

4.3 Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment under this Lease.

4.4 The Lessee shall indemnify the Lessor, the Agent, the Trustor under the Trust Agreement and any assignee under Section 16 hereof against any liability, loss or expense incurred by any of them as a result of the aforesaid marking of the Equipment with such name, initials or insignia.

SECTION 5. DISCLAIMER OF WARRANTIES.

As between Lessor and Lessee, Lessor leases the Equipment, AS-IS without warranty or representation, either express or implied, as to (a) the fitness or merchantability of any Item or Items of Equipment, (b) the Lessor's title thereto, (c) the Lessee's right to the quiet enjoyment thereof, or (d) any other matter whatsoever, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee. The Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against the Rebuilder thereof.

SECTION 6. LESSEE'S INDEMNITY.

6.1. The Lessee shall defend, indemnify and save harmless the Lessor, the Agent and the Trustor under the Trust Agreement and their successors and assigns from and against:

(a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and

(b) any claim, cause of action, damages, liability, cost or expense (including counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them (i) relating to the Equipment or any part thereof, including without limitation the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment or as a result of the use maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessor or by the Lessee), (ii) by reason or as the result of any act or omission of the Lessee for itself or as agent or attorney-in-fact for the Lessor hereunder or (iii) as a result of claims for patent infringements.

6.2. Investment Tax Credit Indemnification. In the event that the investment credit, or any part thereof, allowed by Section 38 and related Sections of the Internal Revenue Code of 1954, as now in effect, is lost with respect to the Equipment (a) because the Equipment or any item thereof shall be used or operated during the term or prior to the term of this Lease by the Lessee, any sublessee from the Lessee, the United States Government, or any person, corporation, association or other entity, or (b) because of any action or omission by the Lessee, any sublessee from the Lessee, the United States Government, or any person, corporation, association or other entity, or (c) because the right to use the Equipment or any item thereof shall have been or shall be transferred, then the Lessee shall pay to the Lessor as additional rent, a sum which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall equal the amount of any such credit so lost, together with all interest or penalty which may be assessed by the United States government in connection with the loss of such investment credit; provided, however, that the Lessee shall not be required by the terms hereof to indemnify the Lessor for the loss of the investment credit where there has been a casualty loss as defined in Section 11 hereof, and where the Lessee has paid in full the casualty value for the Equipment, but in that event the Lessee shall pay to the Lessor an amount equal to any penalty or interest which may be assessed against the Lessor as stated above.

6.3. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time, by operation of law or otherwise. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claim or liability.

SECTION 7. RULES, LAWS AND REGULATIONS

The Lessee agrees to comply with all Governmental laws, regulations, requirements and rules (including the rules of the Interstate Commerce Commission and the current Interchange Rules, or supplements thereto, of the Mechanical Division, Association of American Railroads) with respect to the use, maintenance and operation of each Item of Equipment subject to this Lease. In case any equipment or appliance on any such Item of Equipment shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee shall not modify any Item of Equipment without the written

authority and approval of the Lessor which shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Item of Equipment shall be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through, or under the Lessee and its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease, but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment. Lessee's obligations under this Section 9 shall survive termination of the Lease.

SECTION 10. FILING: PAYMENT OF FEES AND TAXES.

10.1 Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense, cause this Lease to be duly filed, registered or recorded in conformity with Section 20c of the Interstate Commerce Act, and to be deposited with the Registrar General of Canada in accordance with Section 148 of the Railway Act, or other applicable statutory authority, and/or in such other place or places within or without the United States as the Lessor may reasonably request for the protection of its title and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by Lessor, for the purpose of protecting the Lessor's title to the Equipment to the satisfaction of the Lessor's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of such action.

10.2. The Lessee, or the Lessor at the Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding any net income tax provided that the Lessee agrees to pay that portion of any such net income tax which is in direct substitution for, or which relieves the Lessee from, a tax which the Lessee would otherwise be obligated to pay under the terms of this Section), together with any penalties or interest thereon, imposed by any state, federal or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the Lessor, Agent, Lessee or the Trustor under the Trust Agreement referred to in the introductory paragraph hereof; provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (i) so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not effect or endanger the title and interest of Lessor to the Equipment, however, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge, or (ii) as to assessments against or in the name of anyone other than Lessee, until 20 days after written notice thereof shall have been given to Lessee.

SECTION 11. PAYMENT FOR CASUALTY OCCURRENCE OR EQUIPMENT UNSERVICEABLE FOR USE.

11.1. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged, or in the opinion of both the Lessor and the Lessee, obsolete or economically unserviceable for use from any cause whatsoever, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease (any such occurrence, except for any requisition which by its terms does not exceed the remaining term of this Lease, being hereinafter called a Casualty Occurrence), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor in regard thereto.

11.2. When the aggregate Casualty Value (as herein defined) of the Items of Equipment described in Schedules A-1 through A-4 having suffered a Casualty Occurrence (exclusive of Items of Equipment described in such Schedules having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Lessor pursuant to this Section 11) shall exceed \$35,000, the Lessee, on the next succeeding rental payment date, shall pay to the Lessor a sum equal to the Casualty Value of such Item or Items of Equipment as of the date of such payment.

11.3. Upon (and not until) payment of the Casualty Value in respect of any Item or Items of Equipment, the obligation to pay rental for such Item or Items of Equipment (including the Fixed Rental installment due on the Casualty Value payment date) shall terminate, but the Lessee shall continue to pay rental for all other Items of Equipment. The Lessee shall pay when due all rental payments as to an Item or Items due prior to the date on which the Casualty Value thereof is payable.

11.4. The Lessee shall, as agent for the Lessor, dispose of such Item or Items of Equipment as soon as it is able to do so for the best price obtainable. Any such disposition shall be on an "AS IS", "WHERE IS" basis without representation or warranty, express or implied. As to each separate Item of Equipment so disposed of the Lessee may retain all amounts of such price plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence up to the Casualty Value attributable thereto and shall remit the excess, if any, to the Lessor. In disposing of such Item or Items of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition from or connected with such Item or Items of Equipment.

11.5. In the event the Lessee shall have notified the Lessor that an Item or Items of Equipment have suffered a Casualty Occurrence 15 days or more prior to the commencement of Fixed Rental hereunder with respect thereto, the Casualty Value for such Item or Items shall be an amount equal to its cost. If the Lessee shall have notified the Lessor that an Item or Items of Equipment have suffered a Casualty Occurrence less than 15 days prior to the commencement of Fixed Rental hereunder with respect thereto, the date of such Casualty Occurrence for such Item or Items shall be deemed to be one day after the due date of the first installment of Fixed Rental.

11.6. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the original cost to the Lessor of such Item of Equipment as set forth in the Schedule of Casualty Value attached hereto as Schedule C.

11.7. The Lessee shall bear the risk of and, except as hereinabove in this Section 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment after the date hereof.

11.8. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period which does not exceed the remaining term of this Lease, the Lessee's duty to pay rent shall continue for the duration of such requisitioning or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession to an amount equal to the rent paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property.

SECTION 12. ANNUAL REPORTS.

12.1 On or before May 1 in each year, commencing with the year 1969, the Lessee will furnish to the Lessor or its assigns an accurate statement, as of the end of the preceding fiscal year, (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the preceding 12 months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4 hereof shall have been preserved or replaced, and that the name of no person, association or corporation appearing on any Item of Equipment may be interpreted as indicating a claim of ownership thereof by any such person, association or corporation except as contemplated pursuant to this Lease.

12.2 The Lessor or its assigns shall have the right, at its sole cost and expense, by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Lessor or its assigns the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease with respect to any Item of Equipment, the Lessee will, at its own cost and expense, at the request of Lessor, deliver possession of such Item of Equipment to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, or in the absence of such designation as the Lessee may select, and permit the Lessor to store such Item of Equipment

on such tracks for a period not exceeding three months and transport the same at any time within such three months period to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than thirty days' written notice to Lessee. All movement and storage of each such Item is to be at the risk and expense of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment.

SECTION 14. DEFAULT.

14.1 If, during the continuance of this Lease, one or more of the following events ("Events of Default") shall occur:

(a.) Default shall be made in the payment of any part of the rental provided in Section 2 hereof and such default shall continue for ten days;

(b.) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Equipment, or any portion thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Equipment within 30 days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession;

(c.) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for thirty days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied;

(d.) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee, and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings or otherwise given a status comparable to obligations incurred by such a trustee or trustees within thirty days after such appointment, if any, or sixty days after such petition shall have been filed, whichever shall be earlier; or

(e.) Any other proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligations of the Lessee hereunder), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings or otherwise given a status comparable to obligations incurred by such a trustee or trustees or receiver or receivers, within thirty days after such appointment, if any, or sixty days after such proceedings shall have been commenced, whichever shall be earlier;

then in any such case, the Lessor, at its option may

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee, -terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be and take possession of all or any of such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Equipment for any purpose whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (1) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Item of Equipment, which represents the excess of the present worth, at the time of such termination, of all rentals for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Item over the then present worth of the then fair rental value of such Item for such period computed by discounting to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Item during such period, such present worth to be

computed in each case on a basis of a 3-1/2% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses, including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payments of rental.

14.2 The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any off-set against the rental payments due hereunder, and agrees to make the rental payments regardless of any off-set or claim which may be asserted by the Lessee or on its behalf in connection with the lease of the Equipment.

14.3 The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1 If the Lessor shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a.) Forthwith place such Equipment in such reasonable storage place on Lessee's lines of railroad as the Lessor may designate or, in the absence of such designation, as the Lessee may select.

(b.) Permit the Lessor to store such Equipment in such reasonable storage place on the Lessee's lines of railroad for a period not exceeding six months at the risk of the Lessee; and

(c.) Transport the Equipment, at any time within such six months' period, to any place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as the Lessor may reasonably direct upon not less than 30 days' written notice to Lessee.

15.2 The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment.

15.3 Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Items of Equipment to the Lessor, to demand and take possession of such Item in the name and on behalf of the Lessee from whosoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY LESSOR.

This Lease shall be assignable in whole or in part by Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. In the event that separate assignments are executed by the Lessor in respect of this Lease and the rental and other sums due and to become due hereunder insofar as the same relate to Items of Equipment described in different schedules hereto, the Lessor and the Lessee agree that so long as such separate assignments remain in force and effect this Lease shall be deemed to be and shall be construed as a divisible and severable contract between the Lessor and the Lessee for the leasing of Equipment covered by each such separate assignment, all to the same extent and with the same force and effect as though a separate lease had been entered into by the Lessor and the Lessee in respect of such Equipment. Upon notice to the Lessee of any such assignment the rental and other sums payable by the Lessee which are the subject matter of the assignment shall be paid to the assignee. Without limiting the foregoing, the Lessee further acknowledges and agrees that (1) the rights of any such assignee in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever whether by reason of or defect in the Lessor's title, or any interruption from whatsoever cause (other than from a wrongful act of the assignee) in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or

for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of the assignee, the Lessee shall be unconditionally and absolutely obligated to pay the assignee all of the rents and other sums which are the subject matter of the assignment, and (ii) the assignee shall have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of the assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor.

SECTION 17. ASSIGNMENTS BY LESSEE: USE AND POSSESSION

17.1 So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Equipment in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment (except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject such leasehold interest to the lien thereof). The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Equipment, except to the extent permitted by the provisions of the next succeeding paragraph hereof.

17.2 So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or operated by it (either alone or jointly) or by any corporation a majority of whose voting stock (i.e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by the Lessee, or upon lines of railroad over which the Lessee or any such corporation has trackage or other operating rights or over which equipment of the Lessee is regularly operated pursuant to contract, and also to permit the use of the Equipment upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease; and the Lessee may receive and retain compensation for such use from other railroads so using any of the Equipment. No assignment, sublease or interchange entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

17.3 Nothing in this Section 16 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any corporation (which shall have duly assumed the obligations hereunder of the Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety.

SECTION 18. OPINION OF COUNSEL.

Concurrently with the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will deliver to the

Lessor five counterparts of the written opinion of counsel for the Lessee addressed to the Lessor, the Agent and to the assignee under the first assignment executed by the Lessor with respect to the Lease in scope and substance satisfactory to the Lessor, to the effect that:

(a.) The Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Pennsylvania, with adequate corporate power to enter into this Lease;

(b.) This Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement of the Lessee enforceable in accordance with its terms;

(c.) If this Lease is filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and deposited with the Registrar General of Canada pursuant to Section 148 of the Railway Act, and notice of such deposit has been given in the Canada Gazette pursuant to such Section 148, no other filing, recording or depositing or any notice thereof is necessary to protect the Lessor's title to the Equipment in the United States of America and in Canada;

(d.) No approval is required from any public regulatory body with respect to the entering into or performance of this Lease; and

(e.) The entering into and performance of this Lease will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Lessee's leasehold interest under this Lease in the Equipment (except to the extent that the provisions of any existing mortgage of the Lessee may require the subjection of such leasehold interest to the lien thereof) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it may be bound.

SECTION 19. INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY THE LESSOR.

Anything to the contrary herein contained notwithstanding, any nonpayment of rentals due hereunder, or amounts expended by the Lessor on behalf of the Lessee, shall result in the obligation on the part of the Lessee to pay also an amount equal to 8-1/2% (or the lawful rate, whichever is less) of the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 20. NOTICES.

Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first class postage prepaid, addressed as follows:

If to the Lessor: Trustees under P. C. Trust No. 12
c/o United States Leasing International, Inc.
633 Battery Street
San Francisco, California 94111

If to the Lessee: Penn Central Company
6 Penn Central Plaza
Philadelphia, Pennsylvania 19104
Attention: Treasurer

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

SECTION 21. EXECUTION IN COUNTERPARTS.

This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

SECTION 22. LAW GOVERNING.

This Lease shall be construed in accordance with the laws of California; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

SECTION 23. OPTION TO PURCHASE.

23.1 Provided that the Lessee is not in default, the Lessee shall have an option to purchase, all but not less than all of the Equipment then leased hereunder at the expiration of the term hereof at a price equal to the "fair market value" (as defined). The Lessee shall give the Lessor written notice 6 months prior to the end of the original terms of the then current renewal term of its election to exercise the purchase option provided for in this paragraph. Payment of the option price shall be made at the place of payment specified in Section 2 hereof in funds there current against delivery of a bill of sale transferring and assigning to the Lessee all right, title and interest of the Lessor in and to the Equipment and containing a warranty against liens or claims of persons claiming by, through or under the Lessor except liens and claims which the Lessee assumed or is obligated to discharge under the terms of the Lease. The Lessor shall not be required to make any representation or warranty as to the condition of the Equipment or any other matters.

23.2 The "fair market value" shall be such amounts as are mutually agreed upon by the Lessor and the Lessee: provided that if the Lessor and the Lessee are unable to agree upon the fair market value of the Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise the purchase option, the fair market value shall be determined by an appraiser selected by mutual agreement of the Lessor and the Lessee. If the Lessor and the Lessee are not able to agree upon an Appraiser, or if the fair market value is not so determined within 90 days after receipt by the Lessor of Lessee's election to purchase, the same shall be determined by American Appraisal Company. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of the Lease to the date of payment at the rate of 8-1/2% per annum.

23.3 Notwithstanding any election of the Lessee to purchase, the provisions of Section 11 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Items of Equipment purchased by the Lessee upon the date of purchase unless the purchase price has been agreed upon by the parties pursuant to this Section 22, in which event such purchase price shall govern.

SECTION 24. CONCERNING THE LESSOR AND THE AGENT

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessor, while in form purporting to be the representations, covenants, undertakings and agreements of D. E. Mundell and Ben Maushardt are nevertheless each and every one of them, made and intended not as personal representations, covenants and undertakings and agreements of them or for the purpose or with the intention of binding them personally but are made and intended for the purpose of binding only the Trust and the Trust Estate as that term is used in the Trust Agreement referred to in the introductory paragraph hereof; such Trust is the Lessor hereunder and this Lease is executed and delivered by D. E. Mundell and Ben Maushardt not in their own right but solely in the exercise of the powers conferred upon them as such Trustees; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against such persons or the Agent on account of this Lease or on account of any representation, covenant, undertaking or agreement of such persons or the Agent in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee herein and by all persons claiming by, through or under said Lessee; excepting, however, that the Lessee or any person claiming by, through or under it, making claim hereunder, may look to said Trust and the Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

Ben Mandel
Trustee as aforesaid

[Signature]
Trustee as aforesaid
LESSOR

(Corporate Seal)
Attest:

[Signature]
Assistant Secretary

PENN CENTRAL COMPANY
By [Signature]
Its Treasurer
LESSEE

(Corporate Seal)
Attest:

[Signature]
Assistant Secretary

UNITED STATES LEASING INTERNATIONAL, INC
By [Signature]
Its Vice President
AGENT FOR LESSOR

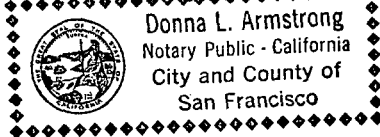
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

SS

On this 21 day of November, 1968, before me personally appeared D. E. Mundell, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Notarial Seal)



Donna L. Armstrong

My Commission Expires:

My Commission Expires November 3, 1970

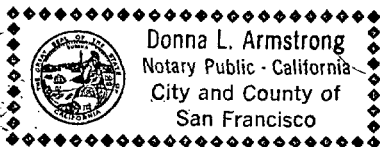
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

SS

On this 21 day of November, 1968, before me personally appeared Ben Maushardt, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Notarial Seal)



Donna L. Armstrong

My Commission Expires:

My Commission Expires November 3, 1970

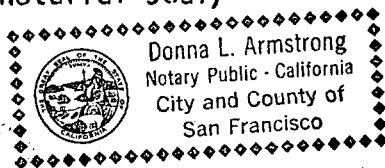
STATE OF CALIFORNIA)

CITY AND COUNTY OF SAN FRANCISCO)

SS

On this 21 day of November, 1968, before me personally appeared DONOVAN S. THAYER to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Donna L. Armstrong

My Commission Expires:

My Commission Expires November 3, 1970

STATE OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS

On this 27th day of November, 1968, before me personally appeared J. H. SHAFER to me personally known, who being by me duly sworn, says that he is the TREASURER of PENN CENTRAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Carol Ann Connell

My Commission Expires:

Notary Public, Philadelphia, Philadelphia Co., Pa.

My Commission Expires April 4, 1970

SCHEDULE A-1 TO LEASE

Number of Units:

123

Description:

40-ft. box cars being rebuilt in kind, bearing Penn Central identifying numbers:

125967	126022	126047	126066	126091	126110	126041
125969	126023	126048	126067	126092	126111	126042
125978	126024	126049	126068	126093	126112	126043
125986	126025	126050	126069	126094	126113	126044
125992	126026	126051	126070	126095	126114	126045
126008	126027	126052	126071	126096	126115	126046
126009	126028	126053	126072	126097	126116	126088
126010	126029	126054	126073	126098	126117	126089
126011	126030	126055	126074	126099	126118	126090
126012	126031	126056	126075	126100	126119	
126013	126032	126057	126076	126101	126120	
126014	126033	126058	126077	126102	126121	
126015	126034	126059	126078	126103	126122	
126016	126035	126060	126079	126104	126123	
126017	126036	126061	126080	126105	126124	
126018	126037	126062	126081	126106	126125	
126019	126038	126063	126082	126107	126085	
126020	126039	126064	126083	126108	126086	
126021	126040	126065	126084	126109	126087	

Total Price:

\$9,200.00 per unit for a total of \$1,131,600.00.

Outside Delivery Date:

December 20, 1968

Deliver To:

Penn Central Company (as designated by the railroad).

Rent Period:

Twelve years commencing with the first rental payment date.

Fixed Rental Payments:*

Twenty-four semiannual rental payments each in advance at \$514.74 each per Item of Equipment or an aggregate of \$63,313.02.

*In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

Mortgagee: Jefferson Standard Life Insurance Company

SCHEDULE A-2 TO LEASE

Number of Units:

69

Description:

40-ft. box cars being rebuilt in kind, bearing Penn Central identifying numbers:

137756	137773	126126	137790
137757	137774	126127	137791
137758	137775	126128	137792
137759	137776	126129	137793
137760	137777	126130	137794
137761	137778	126131	137795
137762	137779	126132	137796
137763	137780	126133	137797
137764	137781	126134	137798
137765	137782	126135	137799
137766	137783	126136	137800
137767	137784	137750	137801
137768	137785	137751	137802
137769	137786	137752	137803
137770	137787	137753	137804
137771	137788	137754	137805
137772	137789	137755	137806
		-	137807

Total Price:

\$9,200.00 per unit for a total of \$634,800.00.

Outside Delivery Date:

December 20, 1968

Deliver To:

Penn Central Company (as designated by the railroad).

Rent Period:

Twelve years commencing with the first rental payment date.

Fixed Rental Payments:*

Twenty-four semiannual rental payments each in advance at \$514.74 each per Item of Equipment or an aggregate of \$35,517.06.

*In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

Mortgagee: General American Life Insurance Company

SCHEDULE A-3 TO LEASE

Number of Units:

69

Description:

40-ft. box cars being rebuilt in kind, bearing Penn Central identifying numbers:

137808	137860	137843	137825
137809	137861	137844	137826
137810	137862	137845	137827
137811	137863	137846	137828
137812	137864	137847	137829
137813	137865	137848	137820
137814	137866	137849	137831
137815	137867	137850	137832
137816	137868	137851	137833
137817	137869	137852	137834
137818	137870	137853	137835
137819	137871	137854	137836
137820	137872	137855	137837
137821	137873	137856	137838
137822	137874	137857	137839
137823	137875	137858	137840
137824	137876	137859	137841
			137842

Total Price:

\$9,200.00 per unit for a total of \$634,800.00.

Outside Delivery Date:

December 20, 1968.

Deliver To:

Penn Central Company (as designated by the railroad).

Rent Period:

Twelve years commencing with the first rental payment date.

Fixed Rental Payments:*

Twenty-four semiannual rental payments each in advance at \$514.74 each per Item of Equipment or an aggregate of \$35,517.06.

*In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

Mortgagee: Mercantile Trust Company, N.A.

SCHEDULE A-4 TO LEASE

Number of Units:

69

Description:

40-ft. box cars being rebuilt in kind, bearing Penn Central identifying numbers:

137912	137877	137929	137894
137913	137878	137930	137895
137914	137879	137931	137896
137915	137880	137932	137897
137916	137881	137933	137898
137917	137882	137934	137899
137918	137883	137935	137900
137919	137884	137936	137901
137920	137885	137937	137902
137921	137886	137938	137903
137922	137887	137939	137904
137923	137888	137940	137905
137924	137889	137941	137906
137925	137890	137942	137907
137926	137891	137943	137908
137927	137892	137944	137909
137928	137893	137945	137910
	-		137911

Total Price:

\$9,200.00 per unit for a total of \$634,800.00.

Outside Delivery Date:

December 20, 1968.

Deliver To:

Penn Central Company (as designated by the railroad).

Rent Period:

Twelve years commencing with the first rental payment date.

Fixed Rental Payments:*

Twenty-four semiannual rental payments each in advance at \$514.74 each per Item of Equipment or an aggregate of \$35,517.06.

*In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

Mortgagee: Central Life Assurance Company

CERTIFICATE OF DELIVERY
AND
CERTIFICATE OF ACCEPTANCE

Under Lease of Railroad Equipment dated
as of October 10, 1968 and Railroad Equipment
Reconstruction Agreement dated as of
October 10, 1968

RE:
P. C. Trust No. 12

The undersigned, being the duly authorized representative of D. E. Mundell and Ben Maushardt, Trustees under Trust Agreement dated as of October 10, 1968 (the "Owner") and of Penn Central Company ("Central"), hereby certifies that the following units of reconstructed railroad equipment, referred to in the Railroad Equipment Reconstruction Agreement (the "Reconstruction Agreement") between the Owner and Central and in the Lease of Railroad Equipment (the "Lease") between the Owner and Central, dated as of October 10, 1968:

Description:

<u>Total No.</u> <u>of Items</u>	<u>Central's Identifying</u> <u>Nos.</u>	<u>Date</u>
-------------------------------------	---	-------------

have been duly delivered in good order by Central as rebuilder and duly inspected and accepted by the undersigned on the respective dates shown above on behalf of the Owner and in turn have been duly delivered by the Owner to Central as lessee and have been duly inspected and accepted by the undersigned on said dates on behalf of Central as conforming in all respects to the requirements and provisions of the Reconstruction Agreement and the Lease.

The undersigned further certifies that at the time of its delivery to the Owner and Central each unit of reconstructed railroad equipment covered by this Certificate was properly marked on each side thereof with the legend provided in Section 1 of the Reconstruction Agreement and Section 4 of the Lease.

Dated: _____, 1968

Duly authorized representative of
D. E. Mundell and Ben Maushardt,
Trustees under Trust Agreement dated
as of October 10, 1968 and Penn Central
Company

Schedule B

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of original cost to Lessor of an Item of Equipment, including all taxes and delivery charges, is to be paid on a rental payment due date pursuant to Section 11 of the Lease of Railroad Equipment as the result of an Item becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>After Rental</u> <u>Payment No.</u>	<u>Payable on Date</u> <u>and in Lieu of</u> <u>Payment No.</u>	<u>Casualty Value Payable</u> <u>Per Item [in lieu of</u> <u>rental payment for such</u> <u>item due on such date]</u>
1	2	100.131
2	3	98.190
3	4	96.173
4	5	94.078
5	6	91.902
6	7	89.642
7	8	87.294
8	9	84.855
9	10	80.762
10	11	76.668
11	12	73.817
12	13	70.856
13	14	66.210
14	15	61.563
15	16	58.127
16	17	54.550
17	18	50.310
18	19	46.070
19	20	42.975
20	21	37.380
21	22	31.785
22	23	26.190
23	24	20.595
Thereafter		15.000

LESSEE: PENN CENTRAL COMPANY - TRUST NO. XII

TRUSTOR: STATE BANK OF ALBANY